Supreme Court, U.S.
FILED
JUL 27 1987
JOSEPH F. SPANIOL, JR.
CLERK

No. 85-1765

IN THE

Supreme Court of the United States

OCTOBER TERM, 1986

BANKERS LIFE & CASUALTY CO.,
Appellant,

v.

LLOYD M. CRENSHAW,
Appellee.

On Appeal From The Supreme Court of Mississippi

JOINT APPENDIX

*BRUCE J. ENNIS, JR.
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JURISDICTIONAL STATEMENT FILED 4/25/86
JURISDICTION NOTED 3/9/87

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Docket Entries in Supreme Court of Mississippi	JA-1
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DOCKET ENTRIES IN THE SUPREME COURT OF MISSISSIPPI

BANKERS LIFE & CASUALTY CO.

vs.

LLOYD M. CRENSHAW
Circuit Court
Jackson County

Clinton E. Lockhart
Chancellor
Sureties A. Bond

		8 Vols. Record & $50.00 Filing Fee & Supr. Bond-8/4/82
Trans. Joe W. Martin, Jr.	(5)(4)	Assignment of Error--George F. Woodliff, Charles G. Copeland/Heidelberg, Woodliff & Franks 9/13/82
	(4)	Brief of Appellant--and John M. Kinard, Michael J. McElhaney 9/13/82 fh
	(1)	Abstract of Record--and McGehee, Brown, William & Mestayer 9/13/82 fh
Binding Paid $32.00	(4)	Supplemental Abstract--Ernest R. Schroeder, Vincent J. Castigliola, Jr. & 10/1/82 kg
	(4)	Brief for Appellee-John A. Banahan all of Bryan, Nelson, Allen, Schroeder & 10/1/82 kg
Term Oct., 1981	(4)	Motion to Strike Appellant's Brief--Backstrom, " " 10/1/82 kg
	(4)	Brief in Support---

Date of Judgment(4) 12/3/81	Response to Appellee's Motion to Strike Appellant's Brief--George F. Woodliff & Charles G. Copeland of H, W&F; John M. Kinard & Michael J. McElhaney,Jr. of M,B, W&M 10/6/82 kg
Judgment (4)	Appellant's Brief in Opposition to Appellee's Motion to Strike Appellant's Brief--George F. Woodliff & Charles G. Copeland of H, W&F; John M. Kinard & Michael J. Mcelhaney,Jr. of M,B, W&M 10/6/82 kg
Opinion No. 993(4) ABC/50+8+39=97	Brief in Support--H, W&F; JOhn M. Kinard & Michael J. McElhaney, Jr.of M,B, W&M 10/6/82 kg
Attoneys Appellant	MOTION TO STRIKE APPELLANT'S BRIEF, BRIEF IN SUPPORT, RESPONSE, APPELLANT'S BRIEF IN IN OPPOSITION (COPY OF APPELLANT'S BRIEF), MOTION TO STRIKE SUPP. ABSTRACT, BRIEF IN SUPPORT AND COPY OF Supp. Abs. SUBMITED--10/7/82 sb
John M. Kinard Megehee, Brown,(4) Williams & Mestayer Box 787, Pascagoula, Ms 39567	Vol. 1 10/11/82
	Appellant's Rebuttal Brief--George F. Woodliff & Charles G. Copeland of H, W&F; John M. Kinard & Michael J. McElhaney of M,B, W&M 10/13/82 kg

	ORAL ARGUMENT Requested--Charles G. Copeland of H, W&F 10/13/82 kg
George F. Woodliff (4)	Response to Motion to Strike Supp. Abstract--Vincent J. Castigliola, Jr.; B,N,A, S&B 10/15/82 kg
Charles G. Copeland (4)	Brief in Support--Ernest R. Schroeder, John A. Banahan, " 10/15/82 kg
	The above was postmarked 10/8/82 & was stamped "Delayed Due to Incorrect Zip Code" (39200) kg
	Response of Brief in Support Submitted 10-15-82
	ORAL ARGUMENT REQUESTED--Ernest R. Schroeder of BNAS&B---10/18/82 gp
Charles G. Copeland Copeland, Cod, Fryer & Bush Box 2132 Jackson, 39205 Attorney's Appellee	MOTION TO STRIKE APPELLANT'S BRIEF OVERRULED 10/20/82 BW PAGE 35
	*Appellant's Abstract sent to Mr. McLendon--10/25/82 vb

Earnest R. Schroe-(4) der Drawer 1529 Pascougla, MS 39567	*MOTION TO STRIKE APPELLEE'S SUPPLEMENTAL ABSTRACT OVERRULED, 11/3/82 BW PAGE 81
	Copy of Letter to Greg Copeland and Slip Opinion from Vincent J. Castigliola, Jr. 2/23/83 fh
	(Letter & Opinion attached to Brief of Appellee) BRYAN, NELSON, ALLEN, SCHROEDER and BACKSTROM fh
(4)	Additional authorities to be attached to Brief--Charles G. Copeland of HW&F--12/16/83--gp
(5)	Additional Authorities (HOrton v. Hartford LIfe)--Charles G. Copeland of HW&F--1/12/84 ms
Bryan, Nelson, Allen, Schroeder and Backstrom P.O. Drawer 1529 1103 Jackson Avenue Pascagoula, MS 39567-0116	Argued & SUbmitted 2-23-84 BW 633
	OPINIONS (3) RENDERED September 11, 1985
	*AFFIRMED September 11, 1985 BY PAGE 29
	(9/12/85 1p sent all 4 Firms a copy of BY Page 29) 9/17/85 lp
	Motion for Time to File Petition-Charles G. Copeland (CCY&B); John M. Kinard (MBW&M)-/

Attorneys, Appellee	15	Petition for Rehearing due October 11, 1985--9/19/85--gp Mr. Copeland called stating Heidelberg's Firm are no longer in this case-9/23/85 ms
Harry L. Kelly	(10)	Petition for Rehearing-Charles G. Copeland, J. Tucker Mitchell (CCT&B); John M. Kinard, Michael J. McElhayey (MBW&M) -10/11/85 lp
202 Barnett Bldg	(10)	Brief in Support " " " "-10/11/85 lp
Jackson, Ms 39201	(10)	Motion to Correct Judgment " " " -10/11/85 lp
	(10)	Brief in Support " " "-10/11/85 lp MOTION TO CORRECT JUDGMENT, BRIEF & NOTE THAT PET IS PENDING SUB. 10/14/85 lp
	(4)	Brief in Response to Motion to Correct Judgment-John A. Banahan (B,N,A,S&B)-10/17/85 sb BRIEF IN RESPONSE TO MOTION TO CORRECT JUDGMENT SUB. 10/17/85 lp 11/19/85- Copy of letter from Court requesting a reply to Petition For Rehearing. REPLY DUE 11/30/85 and APPELLEE'S RESPONSE DUE (5) FROM RECEIPT OF REPLY.

Charles Greg Copeland	(10)	Response to Petition for Rehearing--Ernest R. Schroeder, Vincent J. Castigliola, Jr. & John A. Banahan of BNAS&B-11/27/85--yb
Attorneys, Appellees	(10)	Rebuttal Brief in Support of Petition for Rehearing (6pp)--Charles G. Copeland, J. Tucker Mitchell (CCT&B), John M. Kinard and Michael J. McElhaney (MBW&M)--12/4/85--bbm (Guard's Box)
Wayne Snuggs: Asst. Atty. Gen.		*MOTION TO CORRECT JUDGMENT OVERRULED; PETITION FOR REHEARING DENIED 2/26/86 BY PAGE 340 MANDATE ISSUED 3/3/86 lp
	(11)	Motion & Brief for Stay of Issue of Mandate & Supersedeas from Execution & 2 Proposed Orders--Charles G. Copeland & J. Tucker Mitchell of CCT&B; John M. Kinard & Michael J. McElhaney of MBW&M 3/5/86 kg Motion & Brief for Stay sub. 2-5-86
	(11)	Response to Motion for Stay--John A. Banahan of BNAS&B 3/7/86 kg

Response sub. 3-7-86

	(11)	Rebuttal Brief in Support of Motion for Stay of Mandate--Charles G. Copeland & J. Tucker Mitchell of CCT&B; John M. Kinard & Michael J. McElhaney of MBW&M 3/7/86 kg submitted sub. 3-7-86 *MOTION FOR STAY OF ISSUE OF MANDATE AND SUPERSEDEAS FROM EXECUTION OVERRULED March 12, 1986 BY PAGE 376 (continued in middle of this page)
JACKSON, MS 39201		54,123 Bankers Life and Casualty Company vs. Crenshaw (cont. from bottom of this page)
Attorneys, Appellee (1)		Notice of Appeal to the Supreme Court of the United States--Charles G. Copeland and J. Tucker Mitchell of CCT&B--4/9/86 gp

Wayne Snuggs; Asst. Atty. Gen.	Org. ltr. dtd. 3/5/86 to Judge Robertson from Charles G. Copeland (CCT&B) with copy of Motion to stay issue of Mandate and to Grant a Supersedeas from Execution rec'd. from Court 5/2/86 bhm
	Notice dtd 4/25/86 of Filing an Appeal No. 85-1765 in U.S. Court from the Office of the Clerk-5/8/86 lp
	Order from U.S. Supreme Court adv. of probable jurisdiction-Joseph F. Spaniol, Jr., Clerk-3/12/87 bhm

PLAINTIFF'S ATTORNEYS

No. 11,292 Lloyd M. Crenshaw Bryan, Nelson, Allen, Schagley, & Backstrom

COST DEPOSIT or 3-13-84 cont'd to page PS. 248

DEFENDANT'S ATTORNEYS

$40.00 Bankers Life & Casualty Co. Meghas, Bowen, Williams & Mistayer and Heidelberg Wooliff & Franks

CERTIFIED
A TRUE COPY
Jackson County
Mississippi
Joe W. Martin, Jr.
Circuit Clerk
By Ana Henning D.C.

11 10 80	Declaration of exhibits received & filed
11 13 80	Summons issued for deft. by personal service upon Hon. George Dale, Insurance Commissioner, returnable 1-12-81; marked Sheriff Hinds Co.
11 19 80	Sums. ret'd., served on Geo. Dale 11-17-80 & filed
11 19 80	Receipt rec'd from Geo. Dale & filed
12 24 80	Answer received & filed
1 8 81	Request For Production Rec'd & Filed
1 8 81	Interrogatories Propounded To The Deft. rec'd & filed
2 17 81	Answer to Interrogatories Propounded to Deft rec'd & filed
2 11 81	Answer of Deft. to Request for Production rec'd & filed
3 9 81	Deposition of Lloyd M. Crenshaw rec'd & filed
4 29 81	Supplemental Answer to request for production rec'd & filed
8 27 81	Notice to Take Deposition of William J. Herzau rec'd & filed
8 27 81	Notice to Take Deposition of Robert J. Krol rec'd & filed
8 27 81	Notice to Take Deposition of Marilyn Doyle rec'd & filed
8-27-81	Notice to Take Deposition of William J. Blessing rec'd & filed
8-27-81	Notice to Take Deposition of Donald B. Lemersol rec'd & filed
8-27-81	Notice to Take Deposition of Nathaniel P. McParland rec'd & filed
8-27-81	Notice to Take Deposition of Phil Mark rec'd & filed
8-27-81	Notice to Take Deposition of Tom Watkins, rec'd & filed
8-27-81	Notice to Take Deposition of Bankers Life & Casualty Co. rec'd & filed

9-9-81	"Sealed" Legal File of Deft. rec'd & filed
9-5-81	Evidence deposition of Dr. Nathaniel P. McParland rec'd & filed
9/26/81	Notice to Take Deposition of Dr. Christopher T. Westphal rec'd & filed
/30/81	Motion for Leave to Amend rec'd & filed
/9/81	Order Overruling Deft's. Ore Tenus Motion for Protective Order MB 42, Pgs. 346 & 347
-17-81	Supplemental Answers to Interrogatories rec'd & filed
-17-81	Answer to Amended Declaration rec'd & filed
-17-81	Motion for Continuance rec'd & filed
-17-81	Video Take Deposition of Christopher T. Westphal ms
1-17-81	Order-Continued-until December 1, 1981 MB 42 Pg. 456
11-17-81	Order that this case be cont'd from its present trial setting until December 1, 1981 MB 42, P. 456
/20/81	Jury Instruction rec'd & filed
/30/81	Jury Instructions C-1(D)-C-12(D) & D-1-D-8 rec'd & filed at 4:30 p.m.
2-1-81	Memorandum Brief rec'd & filed
2-1-81	Memorandum Brief regarding Granting of Punitive Damage Instruction
2-1-81	Partial Trial-First-Day MB 42 P. 681
2-2-81	Jury Instructions P-14-P-21 rec'd & filed at 5:00 P.M.
2-3-81	Jury Instructions P-9A; P-17A; P-19A rec'd & filed at 8:30 A.M.
2-3-81	Jury Instructions D-1; D-7; -8; D-4; D-6; and C-10(D) rec'd & filed at 9:00 A.M.
2-3-81	Depositions of Donald B. Lemersal, William J. Herzau, William A. Blessing and Robert J. Krol rec'd & filed
2-2-81	Order Partial Trial-Second Day MB 42 P. 683

2-3-81	Jury Verdict for Plaintiff-$20,000.00 actual & $2,600,000.00 punitive damages MB 42 P. 689
12-4-81	Motion for New Trial or Remittur in the Alternative
12-4-81	Order-Hearing for Motion for New Trial or Remittur set for Dec 16, 1981 MB 42 P. 705
12-8-81	Order for deft. to be allowed to substitute a true & correct copy of Plaintiff's Exhibit # 7 & the original be delivered to the Counsel for deft. MB42, P.33
12-14-81	Motion for Judgment & Notwithstanding the Verdict
12-15-81	Motion for Continue Hearing on Motion for New Trial, Remittitur, or Judgment Notwithstanding The Verdict, Pending Completion of Trial Transcript
12-16-81	Order Continuing hearing on Defts Post Trial Motions until 1-8-82 MB 43 P. 96
1-7-82	Argument and Authorities in Support of Motion of New Trial or Judgment Notwithstanding the Verdict in Alternative
1-8-82	Order ovrruling Motion for New Trial or Remittitur in The Alternative MB 43 P. 180
1-8-82	Order overruling Motion for NJOV MB 43 P. 181
1-8-82	Petition for Appeal rec'd & filed
1-22-82	Supersedeas bond approved, filed
1-29-82	Prepayment of appeal cost rec'd-Court reporter notified
4-8-82	Order allowing Court Reporter 30 additional days to file transcript MB 44, P. 364
7-2-82	Transcript rec'd & filed
8-3-82	Appeal mailed
3-4-86	Supreme Court Mandate rec'd, Judgment Affirmed

	Judgment in favor of Lloyd M. Crenshaw Against Bankers Life and Casualty Co. & the American Ins. Co., surety, in the Amount of $1,620,000.00 plus interest at 8% from 12-3-81 until pd together with Costs taxed in the Lower Court and this Court adds the sum of $243,000.00 on being damages at the rate of 15%
3-4-86	Motion For Judgment Debtor Examination rec'd & filed (Bankers Life)
3-4-86	Motion For Judgment Debtor Exemption-The American Ins. Co. rec'd & filed
3-4-86	Motion To Executive on Board (The American Insurance Co.) rec'd & filed
3-4-86	Notice of Hearing March 14th 1986-9:00 AM-Copy of Motion & Notice and Mandate Mailed Return Receipt Requested-Restructed Delivery to The American Insurance Co. P.O. Box 5139, Jackson, Ms. 39216 Mailed this date 3-4-86
3-4-86	Order Ordered that a duly authorized representative of the Deft. appear for Judgment Debtor examination, etc. MB65 P. 268-269
3-4-86	Order Ordered that a duly authorized rep.of the Surety herein appear for Judgment Debtor Examination on 3-14-86 at 9:00 A.M. MB 65 P. 270-71
3-7-86	Cert Mail Recpt rec'd delivered to Amer. Ins. Co. 3/6/86 rec & filed
3-12-86	Motion To Stay Judgment Debtor Examination & Executive on Bond rec'd & filed cont to page 248 on Back
3-14-86	Order Sustaining Motion of Plaintiff MG 65 P. 364
3-14-86	Order Deft's Motion to Stay Judgment Debtor Examination and Execution on Bond etc. is denied MB 65 P. 479
03/18/86	Suggestions for Garnishment (17) rec'd & filed

03/20/86	Writs of Garnishment (17) issued to 1) Levi Straus Co.; 2) J. Ray McDermott & Co., Inc. aka McDermott Inc.; 3) Shell Oil Company 4) General Motors Acceptance Corporation 5) CIT Financial Corp 6) Ralston Purina Company 7) Wal-Mart Stores,Inc. 8) Witco Chemical Corp aka Witco Corp 9) Republic Airlines, Inc. 10) Merrill, Lynch, Pierce, Fenner & Smith, Inc. 11) Shearson-American Express, Inc. aka Shearson Lehman-American Express, Inc. 12) Prudential-Bache Securities, Inc. 13) E.F. Hutton & Company,Inc. 14) Paine, Webber, Curtis & Jackson, Inc. aka Painewebber, Inc. 15) Dean Witter Reynolds, Inc. 16) Metropolitan Life Insurance Company & 17) The Prudential Insurance Company of America-Mailed to the Sheriff of Hinds County
3/19/86	Notice of Application to Circuit Clerk of Cook Co., IL that Lloyd M. Crenshaw wants to registered judgment rendered in this cause rec'd & filed

3-27-86	Writ of Garnishment ret'd-executed upon Metropolitan Life Ins. Co. by serving Ershire W Wells, Agent 3-25-86-Rec'd & filed Writ of Garnishment Ret'd-executed upon Prudential Ins. Co. of America by serving Ershire W. Wells, agent-3-25-86 Rec'd & filed Writ of Garnishment Ret'd-executed upon (1) Levi Straus Co., (2) J. Ray McDermott & Co. Inc. a/k/a McDermott Inscorported (3) Shell Oil Company (4) General Motors Acceptance Corportion (5) CIT Finance Corp. (6) Ralston Purina Cormpany 97) Wal-Mart Stores,Inc. (8) Witco Chemical Copr. a/k/a Witco Corporation (9) Republic Airlines Inc. (10) Merrill Lynch, Pierce, Fenner & Smith, Incorporated (11) Shearson-American Express,Inc. a/k/a Shearson Lehman-American Express Inc. (12) Prudential-Bache Securities,Inc. (13) E.F. Hutton & Company, Inc. (14) Paine, Webber, Curtis & Jakson, Incorporated a/k/a Painewebber, Incorporated (15) Dean Witter Reynolds, Inc.-Nos. (1) thru (15) was served upon C. T. Corporation, Avis Prisock, Asst. Secy. 3-24-86- Rec'd & filed
4-3-86	Motion To Compel and for Donations rec'd & filed
4-3-86	Notice of Hearing 4-11-86 9:00 AM rec'd & filed
4-7/86	Answer by Shell Oil Co.-Not Indebted rec'd & filed
4-7-86	Answer by Republic Airline, Inc.-Not Indebted rec'd & filed
4-10-86	Suggestions for Garnishment (4) rec'd & filed
4-10-86	Writs of Garnishment (4) issued to 1) Uniroyal, Inc. 2) International Harvester Company 3) Kidder Peabody & Co Inc. 4) General Electric Credit Corporation-ret'ble 7/14/86-Mailed to Hinds Co. Shf.

4-11-86	Answer of Ralston Purina Company-Not Indebted rec'd & filed
4-14-86	Answer of C.I.J. Financial Services Corp.-Not Indebted rec'd & filed
4-14-86	Answer of Prudential-Bache Securities Inc. rec'd & filed
4-11-86	Order-All Writs of Garnishment dismissed; no garnishee defendant required to file answer MB 65 Pg 737
3-26-86	Order-that partial satisfaction of judgment shall be entered & recorded in the judgment rolls of this Court & that a Certificate of Partial Satisfaction of Judgment shall be filed with the Clerk of this Court MB68 P. 18

INTER-OFFICE CORRESPONDENCE

Send to: W.Herzau Special Risk Benefits — From: Don Lemersal Claims Counsel — Date 6/19/80

Subject: City Products Policy #SR 82,900 Lloyd Crenshaw

I do not feel there is a legal question presented here at this time. Until we know more about the condition and how (and whether) the alleged accident contributed to cause the loss we cannot very well apply the Mississippi law regarding proximate cause.

If an injury caused the loss we should have some further substantiation of this. I suggest that in writing to Attorney Schroeder you explain in some detail what our file contains and point to him that we must have some substantiation that an injury caused this loss "directly and independently of all other causes."

Perhaps we should try to get more information on etiology, previous treatment, etc. The report from the VA hospital indicates there may not have been treatment before January 14, 1979.

If there is further substantiation that the loss is the result of the combination of disease and accident Mississippi law holds that where "injury aggravates, renders active, or sets in motion a latent or dormant preexisting physical condition or disease . . ." there may be recovery under this type policy. Peerless Insurance Company v. Myers, 192 S 2d 437 (1966, Miss. Sup. Ct.). However, we do not know what effect the alleged injury had on this condition, or whether the arteriosclerotic changes were dormant.

DON LEMERSAL

DBL:me

June 27, 1980

Ernest R. Schroeder
Bryan, Nelson, Allen,
Schroeder and Backstrom
Attorneys at Law
P O Drawer 1529
1103 Jackson Avenue
Pascagoula,MS 39567

City Products Corporation Policy SR 82,900 Claim on Lloyd M. Crenshaw

Dear Mr. Schroeder:

We have your recent letter requesting that we review Mr. Crenshaw's file.

This policy is an Accident only policy defining injury as:

> "Injury wherever used in this policy means bodily injury causing the loss while this policy is in force, directly and independently of all other causes and effected solely through an accidental bodily injury to the insured person."

In reviewing the file we can find no evidence linking Mr. Crenshaw's reported injury of January 6, 1979 to the loss of his right foot.

Our information shows that Mr. Crenshaw presented himself to the medical center at Keesler Air Force Base with a complaint of pain in his right foot. The admitting examination reveals a heavy smoker with a cold, pain, paresthetic, right foot with absent distal pulses. An anterior compartment syndrome would affect only the anterior tibial artery and dorsal pedal pulse. The posterior tibial artery is the major artery to the foot and this was occluded producing the physical findings and the resultant ampu-

tations of the lower extremity. This was confirmed by the pathology report. The operative report indicates the obstructing arteriosclerotic area most likely is in the famoro popliteal artery area although no mention of the femoral or popliteal pulses is noted.

In order to reconsider this claim, we must have some substantiation that an injury caused this loss "directly and independently of all other causes."

If this information is forthcoming, we will be happy to review this file.

Sincerely,

William Herzau, Supervisor
Special Risk Benefits Department
BB:er

INSTRUCTION NO. P-19A—GIVEN—filed December 3, 1981

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSISSIPPI

No. 11,292

LLOYD M. CRENSHAW

Plaintiff

versus

BANKERS LIFE AND CASUALTY COMPANY

Defendant

INSTRUCTION NO. P-19A

The Court instructs the Jury that an insurer is obligated to deal in good faith and fairly with its insured in handling their claims, and to refrain from abuse, gross negligence, malice or fraudulent conduct.

If the handling of an insured's claim is attended by abuse, gross negligence, malice or fraudulent conduct, an independent tort (wrong) may arise, separate from breach of contract, for which punitive damages are recoverable.

Punitive damages are not awarded to compensate the injured party but are allowed in addition to compensatory damages. Punitive damages are granted, therefore, to punish the wrongdoer as an example, to deter the wrongdoer and others from committing similar offenses in the future, and to reward the injured party for his public service in bringing the wrongdoer to account.

They are never awarded to benefit the injured party, but rather to punish and to compel the wrongdoer to have due and proper regard for the rights of the public.

If you find from a preponderance of the evidence if any that punitive damages are warranted, you may take into account the financial status of the defendant, Bankers Life and Casualty Company.

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSISSIPPI

No. 11,292

LLOYD M. CRENSHAW

Plaintiff

VS

BANKERS LIFE AND CASUALTY COMPANY

Defendant

JURY INSTRUCTION NO. D-1

The Court instructs the July that if you believe from a preponderance of the believable evidence in this case that Bankers Life and Casualty Company had a legitimate or an arguable reason for refusing to pay the claim made by Lloyd M. Crenshaw, then you may not return a verdict for him which includes punitive damages.

The Court instructs you that any award of punitive damages to Lloyd M. Crenshaw must be based on a finding, from a preponderance of the believable evidence in this case, that at the time Bankers Life and Casualty Company denied Lloyd M. Crenshaw's claim, it did not have a legitimate or arguable reason for doing so and that, in denying the claim, Bankers Life and Casualty Company was guilty of such gross and wanton misconduct as to amount to an independent wrong against Lloyd M. Crenshaw.

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSISSIPPI

No. 11,292

LLOYD M. CRENSHAW

Plaintiff

VS.

BANKERS LIFE AND CASUALTY COMPANY

Defendant

JURY INSTRUCTION NO. D-7

The Court instructs the Jury that if you believe from a preponderance of the evidence presented in this case that the basis of the Defendant's denial of Lloyd M. Crenshaw's claim for benefits was based on a reasonable medical opinion, that Lloyd M. Crenshaw's alleged accident to his foot had no medical correlation to the surgery performed, then you must find that the Defendant had an arguable basis for the denial of benefits and you further cannot hold the Defendant accountable for punitive damage, even though you might ultimately find Lloyd M. Crenshaw to be entitled to the full policy benefits.

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSISSIPPI

No. 11,292

LLOYD M. CRENSHAW

Plaintiff

VS.

BANKERS LIFE AND CASUALTY COMPANY

Defendant

JURY INSTRUCTION NO. D-8

The Court instructs the Jury that if you find from a preponderance of the evidence in this case that Lloyd M. Crenshaw's surgery was required solely because of arteriosclerosis and not due to any trauma which he might have suffered, then the surgery is not compensable under the policy of insurance and your duty will be to return a verdict for the Defendant.